



Grand Management Services
 375 Park Avenue, Suite #1 Coos Bay, OR. 97420
 541-435-7141 Phone/ 541-435-7142 Fax/711 TTY
www.grandmgmt.com

Posted with:
 - Tenant Grievance & Appeals
 - VAWA
 - ORS 406.515
 - NEP

NOTICE OF INTENT TO EVICT

Date: August 20, 2021

This form was sent via:

☒ Hand-delivered
☒ 1st Class Mail

To: Patsy Jay, and any other unknown occupants
3810 12th St #8B Tillamook OR, 97141

You are hereby notified that the Landlord previously served you with a notice of intent to terminate your Tenant/Landlord Lease Agreement establishing your tenancy at: Evergreen Gardens Apartments, 3810 12th St #8B, Tillamook, OR 97141

This notice is given due to non-compliance with the lease agreement or for other good cause as described below. This notice of adverse action has been delivered to you by 1st class mail or as specified above. We have given you a specific reason for the termination of your lease agreement. We are advising you that you have the right to respond to this notice within 10 calendar days after receipt of the notice. You shall personally present to the management staff, either orally or in writing, any grievance or response. The address, 375 Park Avenue, Ste. #1 Coos Bay, Oregon 97420. The phone number is 541-435-7143. The fax number is 541-435-7144. The TTY number is 711. If requested, another management designee shall meet with you within 5 working days of the request in an attempt to resolve the grievance. If the grievance is not resolved to your satisfaction, the management designee shall prepare a summary of the problem within 10 calendar days. You shall receive two copies, and additional copies will be provided to the Owner of this housing complex as well as the supervising governmental agency. If you desire a hearing, a written request for a hearing must be submitted to the management designee at the address detailed above, within 10 calendar days after receipt of the summary. The written request must specify the reasons for the grievance or contest of the management's proposed action and the action or relief sought. The management agent will provide you with a detailed copy of the grievance procedure upon request.

The following provisions in the lease agreement have been violated and/or the documented good cause prompting this notice include

- ☐ Your income is too high for our housing programs.
- ☐ You have failed to report changes in household composition or income.
- ☐ The largest unit size at our complex is too small to accommodate your household or you do not meet the occupancy guidelines as follows: _____
- ☐ Our housing program requires us to rent to individuals or families who have elderly or disabled household members. Your household does not meet these requirements.
- ☐ Your household members have failed to meet disclosure requirements for social security numbers.
- ☐ Tenant file documentation has revealed that you have a history of unjustified and chronic nonpayment of rent and financial obligations.
- ☐ Tenant file documentation has revealed that you have been absent from the property for 60 consecutive days.

EXHIBIT	
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DEPONENT NAME:	DATE:
L. Coleman	7/19/24

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- ☐ Tenant file documentation has revealed that you have a history of violations of the terms of the rental agreement such as the destruction of a unit or failure to maintain a unit in a sanitary condition.
- ☐ Your household does not have enough disposable income to pay all debts, rent, and normal household expenses as per our eligibility criteria guidelines.
- ☐ Verifications of the information provided in the file documentation indicate that you have provided false or inaccurate information. Using false names or social security numbers is an example of dishonesty in reporting.
- ☐ Tenant file documentation has revealed that you have a history of physical violence, criminal activity, or drug-related activity. We believe that you constitute a direct threat to the health and safety of our residents or management staff or we believe that your tenancy would adversely affect the physical condition and reputation of the housing complex.
- ☐ Your household does not qualify according to the pet rules for the project.
- ☐ You have not personally resided in the rental unit for a period exceeding 60 days or you have not maintained this rental unit as your primary residence.
- ☐ You have failed to pay rent or other financial obligations due the Landlord beyond any grace period available under State law.
- ☐ You have failed to reimburse the Landlord within 30 days for repairs.
- ☐ You have permitted unauthorized persons to live/stay in your rental unit.
- ☐ You have failed to repay unauthorized rental assistance payments.
- ☐ You have failed to carry out obligations under the State of Oregon Landlord and Tenant Act.
- ☐ Your Housekeeping has been deemed unacceptable by management and we believe it to be a health and/or safety hazard.
- X You have breached the following terms of the lease agreement and/or its addendums and attachments to the lease agreement.
- X Other good cause as identified below:

The Specific acts or problems, which violate the lease agreement or create good cause for eviction include: See items checked above for detailed description.

5. Tenant Duties & Responsibilities

F. Nuisance. Tenant shall not do anything which interferes with the right of other Tenants to have a safe, healthy and comfortable place to live, or which disturbs the quiet enjoyment of their apartments.

J. Failure of Tenant to comply with Tenant Duties: Failure of Tenant to comply with any provision in this provision 14 shall be cause for termination of this lease in accordance with the landlord/tenant law.

7.4 LANDLORD'S RIGHT TO TERMINATE LEASE AGREEMENT

Tenant agrees that this lease may be terminated by Landlord, or refused to be renewed by Landlord upon notification in accordance with Oregon law. This includes whenever any action or conduct of the Tenant has disrupted the livability of the project by adversely affecting the health or safety of any Tenant; interfered with the right of any Tenant to the quiet enjoyment of the premises; otherwise breached any portion of this lease; or for material non-compliance with lease terms or other good cause.

7.5 NON-COMPLIANCE WITH LEASE. Any non-compliance with the lease will result in termination of the lease pursuant to Oregon Residential Landlord/Tenant Law (ORS 90.392 to ORS 90.415).

A. Good Cause. The Landlord may terminate this lease at any time, by the giving of written notice to the Tenant not less than thirty (30) days prior to termination. Such notice may

only be given for good cause, such as serious or repeated damage to the premises, creation of physical hazards, refusal to follow project rules, or due to violations of government regulations or over-income status. Expiration of this lease shall not be good cause. The notice shall clearly state the reasons for the termination. The Tenant shall have fourteen (14) days within which to cure the violation. The notice will provide the date by which the Tenant must vacate the apartment if Tenant fails to cure the violation. The notice shall state that a recurrence of the violation within a six (6) month period shall be cause for termination of the lease agreement.

Ground Rules

2. **TENANT DUTIES.** Tenant is obligated to comply with the following duties and rules:

- R. **Patios and Decks.** Patios and entrances to apartments are to be kept clean and free of debris and cobwebs. Only patio type furniture and planters are allowed on patios or decks. No carpet or Astro-turf may be placed on the deck or patio. There will be a limit of 6 plants or planters on a Tenant's patio area and these planters shall not exceed 12" in diameter and may not block the entrance to the doorway. No plants or pots or decorative items may be placed on any upstairs top or on a handrail ledge. No planting containers other than types specifically manufactured for planting flowers and vegetables will be permitted. Pots or planters must be raised off the surface of decking to allow water drainage. During the winter months, planters and pots must be emptied and stored off the deck. Tarps or plastic may not be tacked to the building or used to enclose a patio. Storage of household items, including refrigerators and freezers, is not permitted outside of units.

3. **TENANT CONDUCT.** Tenant is obligated to act in a caring and compassionate manner:

- B. **Quiet Enjoyment.** Tenant or guests shall not do anything which interferes with the right of other Tenants to have a safe, healthy and comfortable place to live, or which disturbs the quiet enjoyment of their apartments. Quiet time shall be from 10 p.m. to 8 a.m. daily, during which time additional noise restrictions shall be enforced. Noise shall not be heard outside or beyond the Tenant's apartment during the designated quiet time. Beyond this time, noise levels must be reasonable. Responsibility for reporting disturbances to law enforcement agencies is assumed by Tenants. Do not call the Site Manager in the middle of the night to report a disturbance – Tenant is encouraged to call the police directly and then report the incident to the Manager during normal business hours.

- H. **Abuse of Landlord Personnel.** Verbal abuse (including yelling or swearing), mental abuse, or physical abuse towards the resident Manager, Landlord agency or personnel, maintenance personnel, other Tenants, neighbors, guests, or other persons is expressly prohibited and will lead to the termination of tenancy immediately upon the first occurrence.

On May 13, 2021, Management posted a notice on your door regarding the appropriate items we can allow on the front porches per the lease. You had voiced your opinion and notified management you are an enforcer of the lease and will obey it.

On July 30, 2021, Management received a call regarding you and John McKnight being in the community room around the same time. You saw John and followed him out of the community room with your phone up stating you were going to call the police because he was breaking the restraining order. The community room is a shared space between all tenants. Your current restraining order does NOT give you the right to keep John from using the community room or laundry room. If he is there first, you need to wait until he has left before you enter, and he is to do the same for you according to the language of the order.

On August 11, 2021, Your care taker approached management in an aggressive and demanding manner. Stating that management is not doing their job regarding the civil case between yourself and John McKnight. After management has let you know on multiple occasions that we have exhausted all resources and that we need to let The Tillamook police and court system do their job. She also stated that we are not following up on "Johns' daily harassment"; although management has not received any tenant complaints; or police reports of these incidents other than the initial police report and written tenant complaint of the private indecency.

On August 16, 2021, Management received a written tenant complaint stating you are watching other tenants through your window with binoculars. These tenants have expressed that this behavior is making them uncomfortable, and invading their privacy.

On August 17, 2021, Management noticed you have a walker on your front patio. You have been given notice on 5/13/2021 regarding the appropriate items we allow on the front porch, and ensured your cooperation.

You may cure the violations by:

- Please prevent any inappropriate behavior towards any other tenants on the property.
- Do not watch other tenants' units through your window with binoculars.
- Be courteous and give other tenants on the property their personal space and privacy.
- Please keep communication between you, your guests, and management in a respectful tone & manner.
- Ensure your patio only has live plants up to 6 pots, patio furniture, a grill and reasonable decoration. The walker and anything else not listed above must be removed immediately.
- Follow the lease, ground rules, and notices posted on your door by management.

You have 10 days to discuss the proposed termination with the Main Office which begins to run on the earlier of when this notice is hand delivered to you or the day after it is mailed to you.

A copy of the tenant grievance and appeals procedure and ORS 408.515 is enclosed. You have the right to defend any action in Court but are not required to do so.

A copy of the July 2021, Notice of Eviction Protection notice. In effect until February 28, 2022.

Contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

The Landlord hereby notifies the Tenant that the Tenant will be expected to correct the problems or acts detailed above, which have violated the above-stated provisions of the lease or created good cause for termination of the lease. Landlord hereby notifies the Tenant that the Landlord intends to terminate the lease agreement with 30 days after this notice was initially mailed by first class mail to Tenant unless the acts or problems which violated provisions of the lease or created good cause for eviction are remedied. The Tenant will be given fourteen (14) days from the date notice was mailed by first class mail to Tenant to correct the problems or acts which have prompted this notice. The specific problems or acts must not recur during this 14-day period and the Tenant must show satisfactory proof that these problems have been corrected by the following date:

September 2, 2021 (14 days from the date mailed by first class mail to Tenant, not counting day of service).

Following this 14-day period, Landlord will notify Tenant whether or not Tenant has satisfactorily corrected the problems or acts prompting this notice. If Tenant has not remedied the problems cited above, based on the Landlord's judgement, then the Tenant must move from the above-described premises by:

September 20, 2021 (30 days from the date notice mailed by first class mail to Tenant, not counting day of service).

If the Tenant fails to move out of the above-described premises, the Landlord may seek to force the Tenant to move out by filing an eviction suit in State Court. If successful, the Judge may order the Tenant to pay all court costs and expenses, including reasonable attorney fees. The Tenant will be given a chance to represent a defense during this court action. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the Landlord may terminate the rental agreement upon at least 10 days written notice specifying the breach and the date of termination of the rental agreement. If Tenant or counsel for the Tenant wishes to view the Tenant's file or copy any information it contains to aid in the tenant's defense, Tenant may contact:

Central Office: Grand Management Services
375 Park Avenue, Ste. #1
Coos Bay, OR 97420
541-435-7143 Tel. 541-735-4144 Fax

Landlord agrees to answer, as fully as possible, any questions Tenant has in regard to this notice. Acting on behalf of the Landlord, the following signature sets forth the legality of this notice on the date this notice is mailed to Tenant by first class mail.

Signature

Date 8/20/2021

Printed Name: Leondra Coleman

Title/Organization – Property Manager-Grand Management Services Tel No. 503-842- 5524

This institution is an equal opportunity provider and employer. If you wish to file a civil rights program complaint of discrimination, complete the USDA Program discrimination complaint form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. Send your completed complaint form or letter to us by mail at U.S Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S. W., Washington, D.C. 20250-9410 by fax (202) 690-7442 or email at program.intake@usda.gov.

